

Below is the Order of the Court.



A handwritten signature in black ink that reads "CM Alston".

**Christopher M. Alston
U.S. Bankruptcy Judge**

(Dated as of Entered on Docket date above)

Honorable Christopher M. Alston
June 14, 2019; 9:30 a.m.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:
JASON L. WOEHLER,
Debtor(s).

) Chapter 7
) Bankruptcy No. 18-12299
) ORDER APPROVING EMPLOYMENT
) OF BORDE LAW PLLC AS SPECIAL
) LITIGATION COUNSEL FOR TRUSTEE
) PURSUANT TO A MIXED HOURLY/
) CONTINGENCY FEE AGREEMENT

THIS MATTER having come on regularly before the above-signed Judge of the above-entitled court, upon the motion filed by Nancy L. James, Chapter 7 Trustee ("Trustee"), in the above-captioned bankruptcy, for authority to employ Borde Law PLLC, and Manish Borde, ("Borde Law") as special litigation counsel pursuant to the terms of the mixed hourly/contingency fee agreement attached. The Court has reviewed the files and records herein and finds that Borde Law does not represent any interest adverse to that of the above-captioned bankruptcy estate in the matters upon which Borde Law is to be employed and that cause exists for the requested relief.

Now, therefore, it is hereby

ORDERED:

1. That the motion is granted.

**ORDER APPROVING EMPLOYMENT OF
BORDE LAW PLLC AS SPECIAL
LITIGATION COUNSEL FOR TRUSTEE**
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THE LIVESEY LAW FIRM
600 Stewart Street, Suite 1908
Seattle, WA 98101
(206) 441-0826

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1 2. The Trustee's motion for authority to enter into the mixed hourly/contingency fee
2 agreement is in the best interests of the estate and its creditors and therefore the motion is granted.
3 The Trustee is authorized to enter into the contingency fee agreement attached hereto for litigation-
4 related services with respect to the investigation and prosecution of claims against the debtor's
5 former employer.

6 3. The Trustee's motion to hire Borde Law as special litigation counsel on the terms set
7 forth in the fee agreement is granted and said attorneys will be hired on a mixed hourly/contingent
8 fee basis pursuant to the terms of 11 U.S.C. § 328. The Court finds that said attorneys meet the
9 disinterestedness standard of 11 U.S.C. § 327 and that their retention under the terms of the attached
10 fee agreement is in the best interest of this estate and its creditors and is fair and equitable.

11 //// END OF ORDER ////

12 Presented By:
13 THE LIVESEY LAW FIRM
14

15 /S/ *Rory C. Livesey*

16 Rory C. Livesey, WSBA #17601
17 Attorney for Trustee

18 The Livesey Law Firm
19 600 Stewart Street, Suite 1908
20 Seattle, WA 98101
21 (206) 441-0826

**ORDER APPROVING EMPLOYMENT OF
BORDE LAW PLLC AS SPECIAL
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**HYBRID FEE AGREEMENT BETWEEN NANCY L. JAMES, CHAPTER 7 TRUSTEE
FOR THE BANKRUPTCY ESTATE OF JASON L. WOEHLER AND BORDE LAW
PLLC**

Re: *In Re Jason L. Woehler*, Debtor, Bankr. W.D. Wash. Case No. 18-12299-CMA

BORDE LAW PLLC (the “Firm”) has been requested and has agreed to undertake representation of Nancy L. James, in her capacity as chapter 7 trustee for the bankruptcy estate of Jason L. Woehler (the “Client”) with respect to the investigation and litigation of claims against Sacor Financial, Inc. (the “Matter”). This agreement will confirm the terms of agreement relating to representing the Client in the Matter.

1. **Description of Services to Be Performed.** The Firm will provide the following legal services (the “Services”): Represent the Client in the Matter.

Despite the Firm’s best efforts, the Client understands that the Firm cannot guarantee a favorable result in any litigation or legal representation undertaken by the Firm on behalf of the Client, nor can the Firm guarantee that its interpretation of applicable laws will not be affected by subsequent court decisions or legislative action.

The Firm agrees to keep the Client advised as to the progress of the Services performed by the Firm and further, agrees not to settle or compromise any matters without Client’s prior consent. Client agrees to allow attorneys to handle all legal matters relating to the above-mentioned Services.

2. **Reimbursement of Expenses.** The Client will, subject to Bankruptcy Court approval, reimburse the Firm for all out-of-pocket expenses (“Expenses”) which it incurs in the course of performing the Services. These Expenses may include, but are not necessarily limited to, court filing and witness fees, court reporter and deposition transcript expenses, photocopying, long distance telephone charges, and attorney travel expenses.
3. **Fees for Services.**
 - a. The attorney providing the Services will be Manish Borde. Mr. Borde’s usual hourly rate for bankruptcy related lawsuits is \$395.
 - b. The Client agrees to compensate the Firm as follows:
 - i. Mr. Borde shall be compensated at the hourly rate of \$295.
 - ii. The Firm will also receive 15% of the gross proceeds recovered as a result of any litigation, but the Firm shall not be entitled to any contingent fee that results in an hourly rate for Mr. Borde in excess of \$495.
 - iii. In other words, Mr. Borde shall be compensated on an hourly basis for no less than \$295 per hour, and shall not be entitled to a fee that results in an hourly rate greater than \$495.

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4. **Firm's Rights in Event of Non-Payment of Billing for Expenses.** Should Client fail to pay the Firm's statement for Expenses within 30 days of Bankruptcy Court approval of said Expenses, the Firm shall have the right to terminate its Services and to withdraw from further representation. If the Firm does so, it shall give the Client reasonable notice of its decision, assist the Client insofar as possible in locating successor counsel, and cooperate with the Client and with such counsel in transferring files and the responsibility for the Client's representation. The Firm may bring an action against the Client to collect any unpaid Expenses approved by the Bankruptcy Court; in the event of such action, the prevailing party shall be entitled to recover from the other the reasonable attorneys' fees incurred in bringing or defending that action, in an amount to be determined by the court.
5. **Cooperation With Counsel.** Client agrees to cooperate with the Firm so that the Firm can perform the Services effectively. In particular, Client agrees to provide the Firm with any relevant records or documents which it may request, to be available (and to make available its agents and employees) on reasonable notice for consultation, depositions, and court appearances as may be necessary, to keep the Firm advised of any changes of address or extended absences so that it may communicate readily with the Client, and otherwise to assist the Firm as it may request. Persistent or repeated failure to cooperate with the Firm shall be grounds for the Firm to withdraw from further representation of the Client and to seek the recovery of its Expenses and Fees therewith.

Client further agrees not to retain other counsel in regard to the Matter without the Firm's prior written consent.

Nancy L. James, Chapter 7 Trustee, agrees to retain the law firm of BORDE LAW PLLC for the Services and on the terms set forth above.

NANCY L. JAMES, CHAPTER 7
TRUSTEE FOR THE BANKRUPTCY
ESTATE OF JASON L. WOEHLER

By: _____ Dated: _____
Nancy L. James

Title: Chapter 7 Trustee

BORDE LAW PLLC

By: _____ Dated: _____
Manish Borde